

Pro Se 1 (Rev. 12/16) Complaint for a Civil Case

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 UNITED STATES DISTRICT COURT
 2021 OCT 14 AM 10:30

for the

Southern District of New York



Division

ARNOLD H. THOMAS

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

JPMORGAN CHASE BANK, et.al

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Case No.

(to be filled in by the Clerk's Office)

Jury Trial: (check one) ☐ Yes ☐ No

COMPLAINT FOR A CIVIL CASE

I. The Parties to This Complaint

A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name ARNOLD H. THOMAS

Street Address 802 DIANE DR.

City and County FERNANDINA,

State and Zip Code FLORIDA, 32034

Telephone Number

E-mail Address OFFICEAT123@GMAIL.COM

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

Pro Se 1 (Rev. 12/16) Complaint for a Civil Case

Defendant No. 1

Name	JPMORGAN CHASE BANK N.A, et al.
Job or Title <i>(if known)</i>	
Street Address	270 PARK AVE
City and County	NEW YORK
State and Zip Code	NEW YORK
Telephone Number	212-464-0203
E-mail Address <i>(if known)</i>	

Defendant No. 2

Name	
Job or Title <i>(if known)</i>	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address <i>(if known)</i>	

Defendant No. 3

Name	
Job or Title <i>(if known)</i>	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address <i>(if known)</i>	

Defendant No. 4

Name	
Job or Title <i>(if known)</i>	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address <i>(if known)</i>	

II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? *(check all that apply)*



Federal question



Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

Violations of the: Truth in Lending Act 15 U.S.C 1601, regulation Z, Fair Credit Reporting Act 15 U.S.C 1681. regulation V.

12 U.S.C. Banks and Banking, with failure to adhere to Generally Accepted Accounting Principles

B. If the Basis for Jurisdiction Is Diversity of Citizenship

1. The Plaintiff(s)

a. If the plaintiff is an individual

The plaintiff, *(name)* _____, is a citizen of the State of *(name)* _____.

b. If the plaintiff is a corporation

The plaintiff, *(name)* _____, is incorporated under the laws of the State of *(name)* _____, and has its principal place of business in the State of *(name)* _____.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)

a. If the defendant is an individual

The defendant, *(name)* _____, is a citizen of the State of *(name)* _____. Or is a citizen of *(foreign nation)* _____.

b. If the defendant is a corporation

The defendant, *(name)* _____, is incorporated under the laws of the State of *(name)* _____, and has its principal place of business in the State of *(name)* _____.

Or is incorporated under the laws of *(foreign nation)* _____, and has its principal place of business in *(name)* _____.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because *(explain)*:

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

The Defendant JPMorgan Chase Bank N.A, Failed to disclose the material fact, that the Plaintiff loaned \$ 5,000.00 dollars to JPMorgan Chase Bank for the issuance of a Bank Credit Card for the amount of \$ 5,000.00, credit card account no. 4147-2024-2608-1905. The defendant JPMorgan Chase Bank through fraud and deceptive accounting, states that JPMorgan Chase Bank loaned or extended its own credit or funds of \$ 5,000.00 to plaintiff, and then attempted to obligate plaintiff to repay his own "Principle amount of \$ 5,000.00 plus the banks profit in interest. Serious Violations of Disclosure Law, fraud and deceptive Accounting Principles "

IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

Inter a Judgement in favor of plaintiff for actual, statutory and punitive damages, or mandate the defendants to off-set plaintiff's account with his own funds of \$ 5,000.00, and then permanently remove this entire account from all national credit bureaus, that received this inaccurate information from defendant.

V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

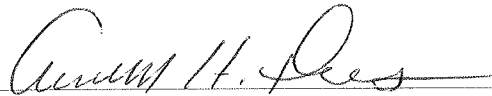
A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 10/06/2021

Signature of Plaintiff

Printed Name of Plaintiff


ARNOLD H. THOMAS

B. For Attorneys

Date of signing: _____

Signature of Attorney _____

Printed Name of Attorney _____

Bar Number _____

Name of Law Firm _____

Street Address _____

State and Zip Code _____

Telephone Number _____

E-mail Address _____

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Civil Action No.

ARNOLD H. THOMAS, *Plaintiff*

V.

JPMORGAN CHASE BANK N.A.et,al,

Defendants.

COMPLAINT

FOR VIOLATIONS OF THE
TRUTH IN LENDING ACT/
REGULATION Z, FRAUD AND FAIR
CREDIT REPORTING ACT

Plaintiff files this action pro-se, due to the defendant's willful violations of the Truth in Lending Act, regulation Z, and fair credit reporting act, resulting in fraud and breach of contractual agreement, for failure to disclose a material fact. plaintiff in this case respectfully requests the court construe's plaintiff's complaint liberally *see Estelle v. Gamble*, 429 U.S. 97, 106, 97 S.Ct. 285, 50 L.Ed.2d 251 (1976), and *Haines v. Kerner*, 404 U.S. 519, 520 (1972).

JURISDICTION AND VENUE

The court has Jurisdiction pursuant to 28 USC 1331, under Federal Question for subject matter jurisdiction for claims in violations of Truth in Lending Act, 15 U.S.C. §§ 1601-681), Regulation Z, Fair Credit Reporting Act., and 12 U.S.C Banks and Banking, with failure to adhere to Generally Accepted Accounting Principles (GAAP) pursuant to 12 U.S.C 1831n. Venue is proper in this court because the defendant JPMorgan Chase Bank N.A. is an American National Bank headquartered in the State and city of New York, in which Chase Bank has sufficient contacts and contracts with the state of Florida.

PARTIES

The plaintiff, Arnold H. Thomas, is party to this case with his principal address domiciled in State of Florida, with the Defendants, JPMorgan Chase Bank N.A. et.al, doing business as Chase Bank with its executive headquarters domiciled in the State and city of New York.

NATURE OF ACTION

1. This cause of action is before this Honorable Court due to the Defendants willful and deceptive violations **15 U.S.C. §§ 1601**, et.seq. Truth in Lending Act, Regulation Z, Fair Credit Reporting Act., 12 CFR 226 and 12 U.S.C. Banks and Banking, with failure to adhere to Generally Accepted Accounting Principles (GAAP)., resulting in fraudulent and predatory lending.
2. In this cause of action, the defendants failed to disclose a material fact in their credit loan agreement with plaintiff, in which the plaintiff provided a loan deposit to chase bank in the sum of \$ 5,000.00 dollars for the issuance of a Chase Bank credit card account No. 4147-2024-2608- 1905.
3. Said loan constituted a secured credit card transaction in which plaintiff used his own funds of \$ 5,000.00, for the issuance of a Chase Bank Credit Card. Chase Bank failed to disclose this material fact in its Credit Card loan disclosure agreement, and subsequent reporting to a consumer credit reporting agency, that plaintiff was the source of the funds used by chase bank to issue plaintiff's credit card.
4. The defendant's deliberate misrepresentation of a material fact is in direct violation of the Truth in Lending Act, and Regulation Z, which was designed to provide consumers

with full and accurate disclosure of a loan agreement to protect consumers from unlawful trade practices, and predatory lending from deceptive accounting practices.

5. The defendant's actions have resulted in fraud with unjust enrichment in which the defendants assert a false debt owed by plaintiff in the amount of \$ 5,000.00, resulting in injury with inaccurate derogatory information being submitted against plaintiff to numerous Consumer Credit Bureaus for the account number 4147, ending in 1905.

CASE BACKGROUND

6. In December of 2019, Plaintiff applied for and obtained a Chase Bank Credit Card online through chase banks internet application process.
7. Chase Bank's online application and contractual agreement failed to disclose under the truth in lending act and Generally Accepted Accounting Principles, as to who funded Plaintiff's credit card issued for \$ 5,000.00
8. It was Plaintiff's belief that Chase Bank being a Federally regulated financial institution, regulated to adhere to Generally Accepted Accounting Principles of matching assets and liabilities, used plaintiff's electronic signature on the application as a promissory note, pursuant to 12 USC 1813(L) and recorded plaintiffs signed note as an asset or cash deposit on its ledger in favor of plaintiff and a liability for the defendant Chase Bank.
9. Under Generally Accepted Accounting Principles, and Federal Reserve Publications on Demand Deposits, plaintiff's application and signature created the 5,000.00 in funds recorded as an asset with Chase Bank and a Subsequent matching Liability for Chase Bank in the same amount of \$ 5,000.00

10. It's an established fact that U.S. Banks must follow strictly regulated rules of, Generally Accepted Accounting Principles, and Federal Banking regulations, or be in violation of said rules and regulation, for which any subsequent agreement or contract enacted under such violations would be a void and illegal agreement.
11. Chase banks "Agreement" is a fraudulent and deceptive agreement designed to confuse the consumer into believing the bank loaned or extended its own funds to the consumer, without divulging in said agreement that the plaintiff or consumer was the originator of the funds used by chase bank in its extension of credit.

LEGAL FACTS

12. The defendant JPMorgan Chase Bank N.A., is an insured depository institution with total assets greater than \$10 billion within the meaning of 12 U.S.C 5515(a)
13. The defendant JPMorgan Chase Bank engages in offering or providing a consumer financial product or services by engaging in deposit-taking activity and furnishing in connection with that deposit-taking activity. 12 U.S.C. 5481(6), 5481(15)(A)(iv), 5481(15)(A)(ix).
14. The defendant is a furnisher of information to National Credit Reporting Agencies (NSCRA) regulated under Regulation V, Subpart E, 12 C.F.R. 1022.40-43, in which the defendant is to establish and implement reasonable written policies and procedures regarding the accuracy and integrity of consumer information it furnishes to consumer credit reporting agencies, provisions implemented in the Fair Credit Reporting Act.
15. The defendant under 12 U.S.C. Banks and Banking, is a depository institution that is mandated and regulated to adhere to Generally Accepted Accounting Principles. The Provisions of which are to protect the consumers against fraud, and unjust enrichment from scrupulous and deceptive accounting practices.

LEGAL ARGUMENTS

16. The underlying legal arguments regarding the contractual loan agreement between plaintiff and defendant, hence forth called the “**Agreement**” are the relevant issues and legal arguments before this court.
17. Plaintiff states the defendant’s failed to disclose a material fact regarding the **Agreement** which resulted in deception and illegal trade practices with plaintiff being deceived by the misrepresentations of said loan agreement, in which plaintiff’s own funds were used and appropriated, with no consideration for said funds from defendant, there was no disclosure to this material fact by defendants, and therefore plaintiff could not have knowingly signed an informed agreement depriving plaintiff of his initial deposit and equity of \$ 5,000.00.
18. The subpoenas for discovery in this case will prove the defendant JPMorgan Chase Bank did not provide its own funds for the extension of credit to plaintiff, for the credit card account ending in 1905.
19. Plaintiff demands defendants provide the accounting bookkeeping records by a certified CPA, under Generally Accepted Accounting Principles of the “agreement” entered between the parties, as to the how the \$ 5,000.00 extension of credit was created and issued.

Predatory lending is any lending practice that imposes unfair and abusive loan terms on borrowers, including high interest rates, high fees, and **terms that strip the borrower of equity.**

Predatory lenders often use aggressive sales tactics and deception to get borrowers to take out loans that are misleading and they can't afford.

TRUTH IN LENDING ACT

20. Congress enacted TILA in 1968 in response to growing concern that at times fraudulent practices were enacted in which consumers were not informed as to the terms and conditions in which credit was “extended” preventing consumers “from making informed decisions, as to the best terms available and, at times, ... prompted [them] to assume liabilities they could not meet.” *Mourning v. Family Publ’ns Serv., Inc.*, 411 U.S. 356, 363 (1973). TILA “impos[es] mandatory disclosure requirements on those who extend credit to consumers in the American market,” Requirements that aim to “assure a meaningful disclosure of credit terms so that the consumer will be able to compare more readily the various credit terms available to him and avoid the uninformed use of credit,” 15 U.S.C. § 1601(a) As relevant here, TILA requires creditors to disclose, “before the credit is extended,” information about the terms and cost of the loan such as the “finance charge,” i.e., “the cost of consumer credit as a dollar amount,” 12 C.F.R. § 1026.4(a), the total of payments, and the annual percentage rate (APR). 15 U.S.C. § 1638(a), (b). Under the Act’s implementing regulation Z, these disclosures must “reflect the terms of the legal obligation between the parties,” 12 C.F.R. § 1026.17(c)(1). TILA grants consumers a private right of action against creditors who fail to provide them with the required disclosures. In particular, section 1640 of the Act provides that a creditor “who fails to comply with” these disclosure requirements “with respect to any person is liable to such person” for actual and statutory damages, among other things. 15 U.S.C. § 1640(a)(1), (2). Creditors, however, are liable for statutory damages for violations of disclosure requirements.

21. **The Credit Card Accountability, Responsibility, and Disclosure (CARD) Act** embodies the TILA, which requires credit card companies disclose statements that includes information about the amount of your loan, the annual percentage rate (APR), finance charges (including application fees, late charges, prepayment penalties), a payment schedule and the total repayment amount over the lifetime of the loan.
22. These violations of §1681s-2(b)(1) were willful, rendering the Furnisher Defendant liable for actual damages, statutory damages, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. §1681n.
23. Plaintiff has suffered injury due to defendant's deceptive trade practices, with failure to disclose material facts resulting in fraud with derogatory information furnished to a national credit reporting agency.

PRAYER FOR RELIEF

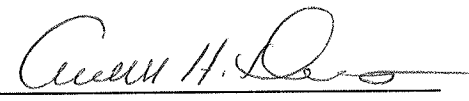
WHEREFORE: Plaintiff seeks judgement in plaintiffs favor due to the defendant's willful violation of statutory law resulting in injury to plaintiff.

- (a) Plaintiff seeks Actual damages in the amount \$ 5,000.00, and Statutory damages in the same amount of \$ 5,000.00., with Punitive Damages for \$ 50,000.00.
- (b) The defendants have the option of settling this case by making the plaintiff whole, by off-setting plaintiffs account with plaintiff's original credit of \$ 5,000.00, and subsequently permanently remove this account from the various Consumer Credit Bureaus in which the defendants have furnished inaccurate information.

(c) Should the defendants refuse (a), (b) plaintiff request this honorable Court proceed with plaintiffs hearing and mandate the defendants provide evidence through discovery from a reputable certified public accountant CPA, detailing the financial records in accord with generally accepted accounting principles as to the "Contractual Agreement" that created the obligation for funds which constituted the subsequent extension of credit to plaintiff in the amount of \$ 5,000.00.

Respectfully Submitted

Date: October 6th, 2021

By: 

Arnold H. Thomas, Pro-se
802 Diane Dr.
Fernandina, FL 32034
Officeat123@gmail.com

From: Mr. Arnold H. Thomas

October 6th 2021

802 DIANE DR.

FERNANDINA, FL 32034

OFFICEAT123@GMAIL.COM

(904) 261-6869

COVER LETTER ONLY

TO: U.S. CLERK OF COURT, NEW YORK SOUTHERN DISTRICT

To whom it may concern please stamp the enclosed copies of my civil complaint and return those copies in the enclosed pre-paid self-addressed envelope, so I can have the defendant served with the summons. Enclosed are the following forms.

1. Application to proceed in District Court without paying fees and costs.
2. Motion for leave to proceed in Forma Pauperis
3. Original signed civil complaint
4. Stamped Copies to be returned in pre-paid self-addressed envelope.

Thank You

Sincerely: Mr. Arnold H. Thomas

PRESS FIRMLY TO SEAL

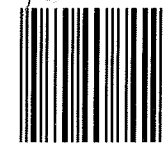


Pro Se

PRESS

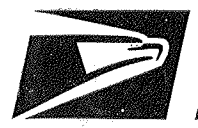


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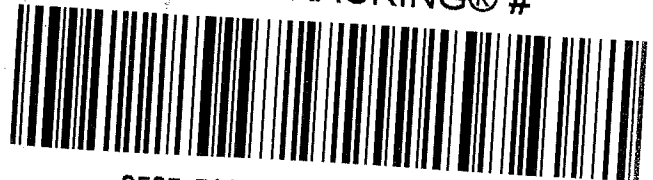
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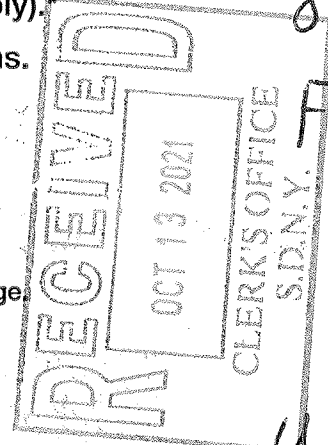


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